

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. AM0002		3. EFFECTIVE DATE 17-Aug-2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Army Engineering and Support Center Attention CEHNC-CT-E /W. Hampton P.O. Box 1600 Huntsville, AL 35807-4301		CODE DACA87		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				()		9A. AMENDMENT OF SOLICITATION NO. DACA87-00-R-0001	
				X		9B. DATED (SEE ITEM 11) 11- JUL-2000	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.243-3 Changes

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Request for Proposal (RFP) DACA87-00-R-0001, Construction of Tactical and Tactical Support Facilities for the X-Band Radar at Eareckson Station, Shemya, AK for the National Missile Defense (NMD) Program.

SEE CONTINUATION SHEET FOR DETAILED CHANGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

- A. Amendment 0002 is issued to clarify Work Breakdown Structure (WBS) requirements and to incorporate additional answers to questions received through 14 August 2000. This amendment deletes the volume 5, Site and Facilities Security drawings from the 90% plans and specifications included in Amendment 0001. This amendment also updates FAR clauses 52.219-1 and 52.228-15 and deletes 52.228-5 in its entirety.
- B. The attached sketches of the dock, in accordance with question #49, are provided for information purposes.
- C. Vertical lines have been placed in the margins of the changed pages to indicate where changes have been made, however there is no responsibility on the part of the Government that these are the only changes. (Note, the unchanged pages of the document are included for information purposes only or for ease in replacing the entire section).
- D. Offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of proposals. The date for receipt of proposals remain unchanged at 28 August 2000 at 1400 hours Central Standard Time. Offeror are reminded to submit the Standard Form 1442, Solicitation, Offer, and Award acknowledging all amendments in Item 18.

All other terms and conditions of this solicitation remain unchanged

SUMMARY OF WORK
National Missile Defense
Section 00010

1.0 GENERAL. The United States of America has initiated a program to deploy a National Missile Defense (NMD) System consisting of a fixed land-based missile defense system capable of intercepting and destroying a limited inter-continental ballistic missile attack. Development and fielding of NMD is a multi-phased, dynamic effort, lead and managed by the Ballistic Missile Defense Organization's (BMDO) Joint Program Office (JPO) and its lead systems integrator (LSI), the Boeing Company. One major element of this system is the X-band Radar (XBR). Raytheon, under contract to the LSI, is developing the XBR, a phased-array radar positioned on a circular foundation enclosed in an air-supported radome.

There are other candidate sites in Alaska and North Dakota currently under consideration for constructing NMD Systems; however, this solicitation is for the construction of XBR facilities at Eareckson Air Station, Shemya Island, AK. The Contractor shall deliver a complete and usable XBR facility to include the antenna mount foundation and supporting radome structure and a radar control and support facility for the LSI to install tactical equipment. When the tactical equipment is in place the radar facility will be complete.

1.1 Program Milestones. The Beneficial Occupancy Dates (BOD) for critical elements of the project are listed below:

BASELINE SCHEDULE	Projected NTP	Projected Final BOD
XBR Site Facilities		
Antenna Mount Foundation	4/2/01	4/1/02 *
Radome Support	4/2/01	5/1/03 *
Control & Support Facility	4/2/01	12/1/03
Power Plant	4/2/01	12/1/03
Fuel Tank	10/1/01	12/1/03
Water Facilities	10/1/01	12/1/03
Personnel Housing & Administrative Space (Bldg. 600)	10/1/01	12/1/03
Personnel Housing (Bldg. 598)	12/1/03	1/3/05

* Incremental BOD. Final BOD is 12/1/03

The BOD is defined as the date following construction on which beneficial occupancy is granted to the user of the facility. After contract award, subject to the bonding requirements of FAR 28.102-1(c) and insurance recommendations of FAR 52.242-4019, the Government plans to issue a partial Notice to Proceed (NTP) for project planning and procurement of items necessary to support the 04/02/01 construction start at the site. A partial NTP will not be issued until after

Presidential decision is made to proceed with this preliminary phase of the NMD program. A full Notice to Proceed will be issued before work can begin on 04/02/01. All radar facilities, except for the personnel housing in Building 598, shall be completed by 12/01/03.

1.2 Incremental BOD Requirements. The following facilities must be completed at BOD:

1.2.1 Antenna Mount (AM) Foundation: The Contractor will:

1.2.1.1 Prepare the foundation to allow occupancy at the beginning of and during the installation of the antenna mount.

1.2.1.2 Prepare the antenna mount assembly and container storage areas and build a temporary access road as specified in the Contract.

1.2.1.3 Build access roads from the barge pier to the runway storage area and from the storage area to the XBR facility as defined in the contract. The roads shall be capable of handling an 18-wheel truck carrying a 60,000-lb. load on a 60-ft. extendable flat-bed trailer. Road clearance shall permit passage of 16-ft. extra wide by 14-ft. tall loads.

1.2.1.4 Build access roads from hangar No. 4 (Building 701) to the XBR facility as defined in the contract. The roads shall be capable of handling a multi-wheel truck transporting a 150,000-lb. load on a flat-bed trailer.

1.2.1.5 Prepare the foundation electrical-ground grid including interface provisions for the AM as shown in the contract. This requirement includes the installation and testing of a ground system.

1.2.1.6 Provide temporary power at the XBR antenna mount assembly building, assembly staging area, and top of foundation as defined below:

SERVICE	VOLTAGE	CURRENT	PHASE
1	480/277V	200A	3
1	120/208V	200A	3

1.2.1.7 Install foundations for the antenna mount as described below.

1.2.1.7.1 Shemya Antenna Mount Facility Deep Foundation

Natural surface elevation of the Antenna Mount Foundation (AMF) site is approximately 229 feet at the eastern edge and gently slopes to elevation 225 at the western edge of the facility. The surface of the site is covered by a 3 to 10 foot thick mantle of organic peat. Soil beneath the peat consists predominantly of silty sands (SM)/mineral soils that transition gradationally to the underlying andesitic tuff bedrock. Due to this transitional change, the precise location of top of rock (TOR) is not always clear. However, average location of TOR beneath the site is estimated at el. 202, dipping slightly to the west. Significant water losses occurred during bedrock drilling, but no groundwater was observed.

Three major rock units have been encountered beneath the AMF. The first, an andesite tuff-breccia is very soft, friable and fractured. This unit varies from 25 to more than 50 feet in thickness. In some places a sandstone unit approximately 8 feet thick underlies the andesite unit. This SS unit is also very friable and fractured. Beneath the sandstone unit lies a Hornblende Plagioclase Porphyry. Like the other rock strata, this unit has zones that are highly fractured. However, there are also zones of reasonably competent rock, and the overall compressive strength is greater than the overlying units. This rock unit was encountered at a depth of 72 feet at the east side of the AMF, but was not encountered on the west side of the AMF at a depth of 82 feet where the boring was terminated.

The government has decided to require a deep foundation beneath the AMF, consisting of piles socketed into the Hornblende Plagioclase Porphyry. Pile design has not yet been performed; however, it will likely include the following:

- Up to 64 vertical and battered piles will be required. Vertical piles will have a bottom tip of pile located at approximately elevation 100. Battered piles, if required, will likely be placed 3 vertical/1 horizontal, but will not be as deep as the vertical piles.
- Piles will be placed in pre-drilled holes installed by the contractor, and then grouted in-place. The pre-drilled holes are anticipated to be 48" nominal diameter. Due to the fractured bedrock, each pile boring is expected to take, on average, up to 200% more than its calculated volume of cement grout.
- Piles may consist of either pre-stressed cast concrete, cast-in-place reinforced concrete, H-beam, or other design which has yet to be determined.

The Contractor shall provide all materials, equipment, personnel, shipping and transportation, and other actions necessary to install the pile foundation for the AMF at Shemya.

1.2.1.7.2 Erection Sequence of the AMF Including Temporary Shoring

The construction of the Antenna Mount Foundation will involve careful coordination for safe and proper erection considering the unique base isolation system that is to be constructed as part of the AMF. The isolation system will consist of large vertical spring units or groups of spring units together with viscous dampening devices and large friction pendulum devices.

Temporary shoring will be required to support the AMF during construction until such time that the base isolation system and horizontal diaphragm can be installed. The shoring design has not yet been performed. However, it will likely be of steel truss construction designed for the purpose of supporting gravity, seismic, and wind loading from the formwork and finished concrete of that portion of the AMF above the base isolation system. Pending delivery of the isolation equipment, the temporary shoring may be required to support the design loads of that part of the AMF above the isolation system. Therefore, the shoring will be required to support an approximate weight of 9500 kips. A probable construction sequence will be as follows:

- A deep foundation utilizing piles will be placed. Pile caps will then be placed at the design elevation of the bottom of the foundation mat. Compacted backfill will be graded to the bottom of the foundation mat elevation providing a subgrade on which to start construction of the AMF. The base foundation slab will then be placed on the finished grade and rigidly connected at the pile caps. All cantilevered columns and bearing supports for the base isolation system will be constructed and allowed proper curing time before proceeding.
- Temporary shoring will then be erected. The temporary shoring must be fully constructed and properly braced before placing any formwork. The shoring may include temporary structural steel

members placed in locations of future isolation dampers and fuse/positioners. Construction may then proceed with the shoring in place starting from the first floor slab and proceeding to the Drive Platform and Control System (DPCS) track wall as a minimum.

- Installation of the isolation system may begin after the shoring is in place. The vertical isolation spring units will be pretensioned with an approximate 6 in. offset from operational displacement. The friction pendulum system (FPS) base isolators will then be mounted on spring units. The tension on the spring units will then be adjusted to the design displacement so that the FPS units bear on the bottom of the first floor slab. Temporary structural members that are in place as part of the shoring will then be replaced with isolation damping devices and fuse/positioners. The horizontal diaphragm will then be constructed to provide stability necessary to remove the remaining shoring.

Construction of the AMF may then proceed to completion. Coordination of placement of the radome foundation wall will be evaluated considering proper access during construction of the AMF. The AMF track must be leveled to a great degree of accuracy. This will most likely be accomplished with the fuse/positioner devices after construction of the Radar. The Contractor shall provide all materials, equipment, personnel, shipping and transportation, and other actions necessary to install the temporary shoring for the AMF at Shemya.

1.2.2 Radome Support. At BOD, the following must be completed.

1.2.2.1 The Radome Pressurization System Equipment Room in the Control and Support Systems Facility, including the inlet air-duct interface and the outlet pressure duct into the AM foundation, in a condition suitable for occupancy.

1.2.2.2. A completed and tested power source for the pressurization system, including the diesel generator back-up power system for the radome pressurization unit as defined below:

1.2.2.2.1 Radome Pressurization System Power. The Radome Pressurization System will be fed from redundant feeders--a dedicated emergency generator and two automatic transfer switches (ATS) as shown on Drawing E-1 attached at the end of Section 00800 (see 208/120V Feeders F6 and F7). During operation, if one of the feeders is lost, ATS-1 will automatically switch the load over to the second feeder. ATS-1 will be equipped with a 3-second time delay to make sure that the load transfer happens after all the motors have come to a complete stop. If the second feeder loses power, ATS-2 will start the generator and transfer the load to the emergency generator. ATS-2 will be equipped with a 5-second time delay to make sure the generator does not start if only one feeder is out of service. The Radome Pressurization System will be automatically restored to the normal operating condition after normal power is restored. The emergency 150 kW generator will deliver 208/120 volt + 5%, 60 Hz + 3% directly to the Radome Pressurization Control Panel as identified on Drawing E-2 attached at the end of Section 00800.

In conjunction with Radome Pressurization System, the Contractor will provide:

a. An anemometer tower and associated conduit into the High-altitude Electromagnetic Pulse (HEMP) entry vault as defined below:

Two 60-foot-tall towers are required for mounting wind-speed indicators for the Radome Pressurization System. The towers can be guyed or free standing and will

Commissioning is a proactive, systematic, and rigorous process of documentation, functional testing, and training that verifies correct performance of building systems. This process judges correct performance of both individual systems and systems operating interactively according to the project design intent and the Government's operational needs. The Contractor, and other government contractors as necessary, must supply the personnel and technical resources needed to execute project-commissioning activities with the advisory oversight of the Government's Commissioning Specialist.

3.6 Other Interfaces. LSI will routinely have people on site performing construction surveillance to ensure critical interfaces are properly constructed. Provisions for close coordination and/or joint occupancy with LSI personnel and contractors, who require use/access to the site prior to construction completion, shall be provided by the Contractor. Also, interface will eventually be required with personnel of the Space and Missile Defense Command, the facility user.

4.0 PROJECT CONTROL SYSTEMS.

4.1 Contractor Management of Construction. The Contractor shall effect prudent management of this effort in accordance with the contract requirements and the best practices of the USACE and the construction industry. All work shall be accomplished efficiently and in accordance with program/project planning, budgets, and schedule reflected in the accepted management system and approved integrated management plan. Furthermore, all project milestones and planning shall support, and be consistent with, NMD program milestones and schedules developed by the LSI. After award, any significant variations from the project requirements will be reported immediately to the CO, with a preliminary assessment of impacts and risks.

4.2 Earned-value Management System (EVMS). Within 30 days after partial NTP, the Contractor shall begin establishing and implementing an EVMS as required by DFAR 252.234-7000 listed in Section 00100, and DFAR 252.234-7001 listed in Section 00700 of this RFP. The Contractor shall use this system's concepts to manage, plan work, report technical progress, analyze data, and communicate contract status in all project reviews, reports, and meetings. The EVMS shall be used to integrate/track/plan/report all elements of the project including the NAS, Work Breakdown Structure (WBS), Work Authorization Documents (WAD), Integrated Master Schedule (IMS), Integrated Master Plan (IMP), Contract Funds Status Report (CFSR), and the Cost Performance Report (CPR). Each individual facility shall be separately tracked by this system.

4.2.1 Specific contract requirements (format, first submission, frequency of submission, WBS reporting elements and sub-elements, threshold for analysis, functional level for reporting, definitions, etc.) for the EVMS deliverables and reports mentioned above will be accomplished post-award as elements of the Contract Management Procedures.

4.2.1.1 Cost Performance Report (CPR), DD Form 2734. This report shall consist of five formats containing cost and related data for measuring the Contractor's cost and schedule performance. Data reported on the CPR shall be summarized directly from the same systems used for internal contractor management. Format 1 provides data to measure cost and schedule performance by summary level Work Breakdown Structure elements. Format 2 will contain the Contractor's functional organization as also shown in Format 4 and on the subcontractor's

Table 1. Proposal Submission Requirements

Volume	Title	No. Originals	No. Copies	Page Limits
I	Technical Volume	1	7	150
II	Cost/Price Volume	1	5	None
III	Small Business Subcontracting Plan and Small Business Participation	1	1	None

One completed spreadsheet of the Backup Sheets for Site/Facility Supplementary Contract Information shown in Attachment 5 of Section 00800 shall be submitted on CD-ROM in Microsoft Excel 97 format in the Cost/Price Volume.

The Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of unsuccessful proposals.

2.4 Proposal Format and Content. Offeror's should follow the guidance in this section for preparing proposals. To meet format and content elements of the RFP, the offeror's proposal should include all data and information sought by the RFP and should be submitted in accordance with these instructions. *Non-conformance with the specific proposal content and format stated in the RFP may result in rejection of the proposal.*

2.4.1 General. The proposal should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather should provide convincing rationale to address how the offeror intends to meet these requirements. Offerors should assume that the Government has no prior knowledge of offeror's capabilities and experience, and that the Government will base its evaluation on the information presented in the offeror's proposal and other sources authorized by this RFP. Offerors are hereby notified that electronic copies of their proposal must be identical to the hard-copy proposal submitted in response to this RFP. Hardcopy will rule in case of a conflict. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

2.4.2 The Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

2.4.3 Binding and Labeling. Each proposal volume should be separately bound in a three-ring loose-leaf binder, which permits the volume to lie flat when open. Staples shall not be used. A

cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, RFP identification, and the offeror's name.

2.4.4 Page Format Restrictions and Limitations. The following page format restrictions apply:

2.4.4.1 Page size shall be 8-1/2 by 11 inches, not including foldouts. Pages shall have 1-1/2 line spacing. Font size shall be no less than 10 point. Use at least 1-inch margins on the top and bottom and 3/4-inch side margins. Pages shall be numbered sequentially by major area within each volume.

2.4.4.2 Maximum pages allowed in Volume I are 150. All pages will be counted except cover pages, tables of content, tab indexes, and glossaries. The Government will not evaluate pages in excess of the limit. The Government will count pages by beginning with the first countable page and proceeding to the last. When both sides of a sheet display printed material, it shall be counted as two pages. **Pages in excess of the maximum will be removed from the volumes prior to the evaluation.**

2.4.4.3 Foldouts. Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated and legible, minimum font size 10, and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and shall count as two pages. When both sides of a sheet display printed material, it shall be counted as four pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. -

2.4.5 Indexing. Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify major areas.

2.4.6 Cost Information. All cost information shall be contained only in the Cost/Price volume. The cost proposal will be based on the 90% XBR design for Eareckson AS which was incorporated by amendment 0001. Amendment 0001 set a date for receipt of cost proposals.

2.4.7 Cross-Referencing. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for proposal evaluation, which is not found after a reasonable search, will be assumed to have been omitted from the proposal. Cross-referencing between volumes is prohibited.

2.4.8 Glossary of Abbreviations and Acronyms. Each volume should contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

3.0 INSTRUCTIONS FOR TECHNICAL VOLUME I. The Technical Volume should be specific and complete, and should cover Evaluation Factors 1 through 4. Legibility, clarity, and coherence are very important. Proposal responses to Government requirements will be evaluated based on the evaluation factors and the approach defined in Section 00100, Part B. Be specific in

defining your approach to accomplishing the effort--do not simply reiterate the objectives or reformulate the requirements specified in the RFP. The Integrated Master Plan (IMP)/Integrated Master Schedule (IMS) and the abbreviated dictionary can be submitted as an attachment and will not be counted in the page count for Volume I.

3.1 Factor 1 – Management

3.1.1 Integrated Master Plan (IMP) / Integrated Master Schedule (IMS). The IMP is the cornerstone of the performance-oriented business approach implemented on this contract. The IMP should provide details for planning, establishing, and implementing all processes the offeror intends to use to manage the program. These processes should include program and technical management; logistics management; configuration and data management; earned-value management; reliability and maintainability; subcontracts, quality; verification; safety; environmental, and construction readiness.

3.1.1.1 The IMP should clearly and concisely describe the offeror's plans for executing the NMD program, controlling and accomplishing each effort, and managing cost and schedule risk. The IMP should define and describe the integration of all the diverse tasks and events that must be successfully completed. Accordingly, IMP shall include a WBS corresponding to the one shown in Attachment 4 of Section 00800 with sub-elements detailed as shown in attachment 5 of Section 00800. The IMP must identify key systems engineering tasks, their interrelationships with program milestones and BOD's, and the specific criteria that will be used to track and measure successful task completion. The IMP must provide top-to-bottom traceably from designs through the SOW.

3.1.1.2 The IMP must be used to prepare the IMS. The IMP should contain proposed milestones/events, major events, key tasks, significant accomplishments for each milestone/event, entrance and exit criteria where required, and a schedule-oriented timeline tied directly to the IMS. The IMP must provide adequate details to show the interrelationships of milestones and task schedules.

3.1.1.3 As part of the IMP, the offeror must clearly portray his organizational structure and show how this organization will support the NMD program. The IMP must clearly define the relationships between the program and the overall corporate structure, the reporting responsibilities, the role of upper and matrix management, the role of subcontractors, the limits of decision making authority, and the communication processes. The IMP should include a staffing plan showing the manpower build-up to meet this critical schedule. A clear description of the proposed team, the inter-relationship of team members, their roles and responsibilities, demonstrated capacity to perform the effort, and an identification of key personnel (project manager, job superintendent, and quality control system manager) including their qualifications and experience must be attached to the IMP. (Use the attached resume form.) For key personnel not employed by the offeror on the date of the proposal, letters of commitment, signed by the individual concerned, providing an unconditional commitment in the event of a contract award, shall be provided. The IMP plan for fast-ramp to meet the XBR schedule is very important.

3.1.1.4 Proposals should describe the offeror's approach, policies, procedures, processes, and milestones for accomplishing configuration and data management. The offeror should describe the adequacy of the proposed implementation of the contractor information system to include, access, security, ease of use, quality and amount of data, and frequency of updates.

3.1.1.5 The IMS is an integral part of the IMP. All schedule information must be consistent with the milestones described in the IMP. Each item in the IMS should be defined in the offeror's proposal, and all appropriate tasks in the proposal should be considered in the IMS, to include proposed BOD's. The offeror should index the activities and milestones in the IMS to the WBS and proposal paragraphs whenever possible. Offerors must clearly portray how they will ensure all scheduled BOD's are met. Meeting the schedule is paramount.

3.1.1.6 The IMS should be provided for all activities corresponding to WBS elements and sub-elements listed in Attachments 4 and 5 of Section 00800 using contract award as the start date. The IMS should provide, at a minimum, task numbers, task names, durations, predecessor tasks, and a start date and a finish date for all activities, events and milestones identified in the IMP. The IMS must clearly illustrate the interdependencies of all activities, events and milestones. The IMS must define the program's critical path for the period of performance of this contract and provide a supporting narrative that explains the critical path and any unusual program aspects. Finally, the offeror must provide the ground rules and assumptions used in estimating the task duration shown in the IMS. In addition, provide a summary level NAS.

3.1.2 Schedule/Cost Subcontractor Control. The offeror should demonstrate his ability to manage and control multiple subcontractors and multiple tasks to avoid cost and schedule impacts. The proposal should present evidence that if awarded this effort how you will be able (even in a dynamic, continually changing environment) to track, monitor, and control the effort to preclude cost overruns and schedule growth. Describe how your cost estimating system interfaces your EVMS/cost control system.

4.1.1.7 The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;

4.1.1.8 A description of the efforts the offeror will make to ensure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, historically black colleges and universities, and minority institutions concerns have an equitable opportunity to compete for subcontracts;

4.1.1.9 Assurances that the offeror will include the clause at FAR 52.219-8, Utilization of Small Business Concerns (see FAR 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, Small Business Subcontracting Plan (see FAR 19.708(b));

4.1.1.10 Assurances that the offeror will-

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, summary Subcontract Report, following the instructions on the forms or as provided in agency regulation; and
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295; and

4.1.1.11 A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them

4.1.2 Small Business Participation. The offeror will provide small business goals and achievements for the ten projects included in the Experiences references, as requested on the Project Experience Form. Offerors should strive to place subcontracts to meet the following goals: 61.4% of the work subcontracted should be Small Businesses including 9.1% Small Disadvantaged Businesses, and 5% Women-owned Businesses. An Indian tribe or tribally owned corporation does not have to qualify as a small business concern to be counted toward the Small Disadvantaged Business Goals.

5.0 INSTRUCTIONS FOR COST/PRICE – VOLUME II

The Cost Proposal shall include the filled-in schedule at page 12.

5.1 FACTOR 6 - COST/PRICE. The offeror shall submit a construction cost estimate for the appropriate cost proposal schedule based on the Work Breakdown Structure (WBS) shown in Attachment 4 of Section 00800 with the sub-elements shown in Attachment 5 of Section 00800 identified and costed. An abbreviated dictionary may be submitted for the cost proposal only. The offeror shall also submit a Network Analysis System corresponding to the WBS and a

staffing plan to accomplish that schedule. If caps are proposed for any category of direct or indirect costs provide an explanation of how the caps will stay in effect during contract performance.

Direct and indirect cost shall be identified with no markups or factors by showing quantities and unit costs. The column labeled Indirect Costs (all inclusive) should include any overhead, G&A, home office, subcontractor markup. In addition the offeror shall provide detailed information showing cost accounts included in each of their overhead pools, i.e. labor burden (fringes), G&A, field overhead, and any other pools. A sample worksheet shall be provided for each overhead pool in like manner to SAMPLE A – G&A Overhead Pool.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, {time} intends, {time} does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street
address, city, state, county, zip code)

Name and address of owner and
operator of the plant or facility
if other than offeror or respondent

.....
.....

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (OCT 1998) & ALTERNATE II (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1629.

(2) The small business size standard is \$27.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) ([Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.([The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-1 OFFER GUARANTEE (Sept 1996)

(a) Failure to furnish a offer guarantee in the proper form and amount, by the time set for opening of offers, may be cause for rejection of the offer.

(b) The offeror shall furnish a offer guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return offer guarantees, other than bid bonds--

(1) To unsuccessful offerors as soon as practicable after the opening of offers; and

(2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) The amount of the offer guarantee shall be 20 percent of the offer price or \$3 Million, whichever is less.

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the offer guarantee is available to offset the difference.

(End of provision)

52.228-15 Performance and Payment Bonds—Construction (July 2000)

(a) *Definitions.* As used in this clause

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.* (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by

other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(c) *Notice of subcontractor waiver of protection (40 U.S.C. 210b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the

annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b)) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief: 1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and 2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm:-----

Signature:-----

Name of Certifying Official:-----

Title:-----

Date of Execution:-----

52.242-13 BANKRUPTCY. (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final

payment under this contract.

52.242-4019 REQUIRED INSURANCE

The Contractor, in accordance with FAR 28.307, should procure and maintain at least the following minimum recommended insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	\$200,000 per person and \$500,000 per occurrence
Property damage	\$ 20,000 per occurrence
Vessel collision liability	\$5,000,000
Vessel Protection and Indemnity Liability	\$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(Coverages per FAR 28.307-2)

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the plans and specifications or instructions incorporated in the contract.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Subcontracts expected to exceed \$100,000

Sole source subcontracts expected to exceed \$25,000

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

Officer and Using Service, at which time, the Contractor shall submit for coordination and approval his proposed daily work schedule for the next 2-week period. Required temporary utility services, time and duration of interruptions and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. The work items listed on the proposed 2-week schedule are to be keyed to the NAS by activity number and description for each activity anticipated to be performed during the next 2-week period. Coordination by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings.

21.0 WORK AUTHORIZATION DOCUMENT.

21.1 The Work Authorization Document (WAD) system as prescribed and explained herein will be implemented under this contract for joint Government-contractor management and control of costs. The WAD system will be implemented in the initial work phase. The Contracting Officer will issue a numbered WAD for major or separable cost features of the work to be undertaken. The total estimated cost shall consist of contract line item numbers (CLIN's) 0001AA, 0001AB, and 0001AC. A total estimated cost at completion will be jointly agreed upon between the Contracting Officer and the Contractor for each WAD. The Contractor will prepare necessary Work Orders (WO) for advance approval of the Contracting Officer for work execution included in each WAD. Each WO will include a budget cost estimate and will identify by description and number the WAD under which the work is to be accomplished. The cumulative cost of approved WO shall not exceed the total budget amount of the WAD under which they are issued, without prior approval of the Contracting Officer. The total cumulative cost of the WAD shall not exceed the contract amount without an adjustment to the contract amount.

21.2 Government and Contractor management will meet on a monthly basis, or more frequently if directed by the Contracting Officer, for affecting cost control. The Contractor will provide the records for the meeting which depict the total budget for each WAD and the cumulative actual cost of all approved WO under each WAD. The Contractor will submit to the Contracting Officer for approval his proposed format for cost control management under the WAD system described herein. See attachment 1 for WAD Breakdown.

22.0 CONTRACT MANAGEMENT PROCEDURES.

22.1 Attachment 2 to this contract contains an outline of possible Contract Management Procedures that will be negotiated and agreed upon after the award of the contract.

22.2 Contract Management Procedures are a means for the Contractor and Government to have in-place procedures on how a contract is going to be managed. The list provided in Attachment 2 is provided as a guide and is not necessarily all inclusive of all procedures that should/could be detailed in the CMP. It is not a requirement to format any existing contractor policies to match the order of the following CMP's.

22.3 The offerors shall not submit specific Contract Management Procedures with their proposals. Only the information required by Section 00100 will be submitted with the proposal; however, information contained in this section may form the basis of a particular Contract Management Procedure.

22.4 The selected firm will be required to submit actual Contract Management Procedures for negotiation and agreement after contract award. The finalized Contract Management Procedures will be incorporated into the contract and signed by both the Contractor and the Contracting Officer.

23.0 AWARD FEE PLAN. The procedures for award fee evaluation shall be in accordance with the attached Award Fee Plan. See attachment 3 for the Award Fee Plan.

24.0 WORK BREAKDOWN STRUCTURE. The Contractor-developed work breakdown structure (WBS) shall interface with the elements of the work breakdown structure used by the Government as shown in attachment 4. Sub-elements for each of the WBS elements shown in Attachment 4 of Section 00800 are defined under the corresponding offer item on the backup sheets of Attachment 5 of Section 00800. The Contractor shall prepare a dictionary to accompany the WBS.

25.0 Reserved

26.0 ORDER OF PRECEDENCE. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. From time to time, the Contracting Officer shall furnish such detailed drawings and other information as considered necessary, unless otherwise provided.

27.0 SMALL BUSINESS GOALS. Offerors should strive to place subcontracts with the following goals: 61.4% of the work subcontracted should be small businesses including 9.1% small-disadvantaged businesses, and 5% women-owned businesses. An Indian tribe or tribally owned corporation does not have to qualify as a small business concern to be counted toward the Small Disadvantaged Business Goals.

28.0 CONTRACT TYPE CONVERSION. The Government contemplates a Cost Plus Award Fee Contract award for the site contained in this effort. However, the Government reserves the right to seek an agreement from the contractor, after sufficient notice and a request for a proposal, to convert to a Fixed Price Contract for any or all portions of this effort if deemed in the best interest of the Government.

29.0 DISMISSALS. The contractor shall be responsible for maintaining the order of its employees on the site. The contracting officer may require the contractor to dismiss from work hereunder such employee or employees as the contracting officer deems incompetent, careless, insubordinate or whose continued employment is deemed inimical to the public interest by the contracting officer. Before dismissal, concurrence will be required from the Contractor's Program Director.

30.0 PASS-THROUGH COST. All equipment, spare parts, utilities, and consumables shall be purchased as non-fee-bearing purchase cost (pass-through) and shall not be subject to fee.

Similarly, all contractor travel and costs associated with the movement, storage, and sale of personal effects, household goods, and vehicles, as allowed by the FAR 31.205-35, shall be as a non-fee-bearing purchase cost and shall not be subject to fee. The contractor will be entitled to recover allowable overheads and/or General and Administrative expenses in accordance with its disclosed cost accounting practices. This provision limits only application of profit on such expenditures.

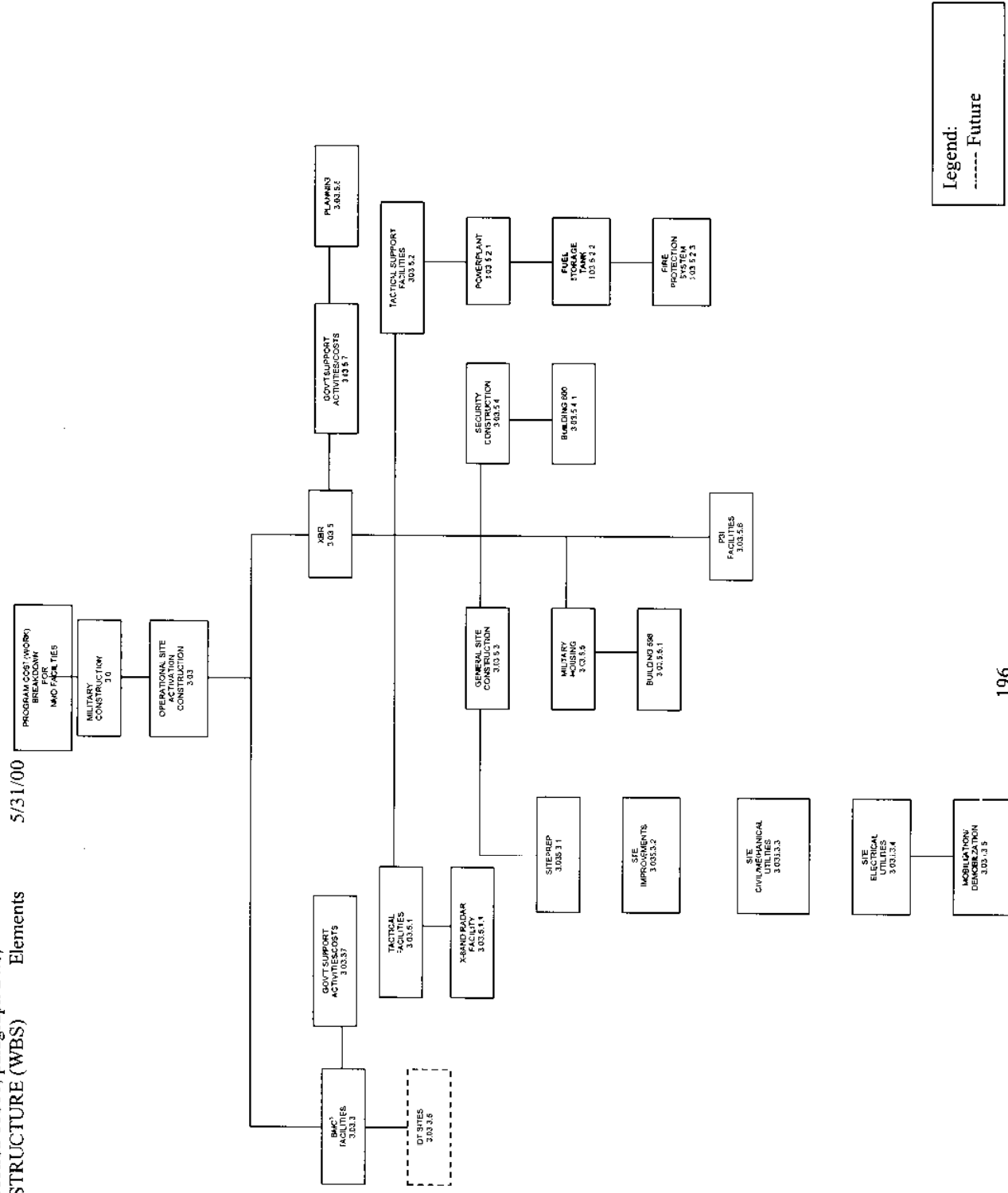
31.0 VIDEO SUPPORT. The Contractor shall provide video teleconference (VTC) capability in a central conference room on Shemya Island for video interface between Contractor and Government. The Contractor shall also provide remote digital video camera capability at the x-band radar and the power plant. The cameras at these locations shall have zoom lenses with pan capabilities accessible and controllable from the Internet with password protection.

32.0 U.S. CITIZENSHIP REQUIREMENTS. Based on DFARS 252.222-7000, the Contractor is required to hire qualified Alaska residents in performance of this work. Ordinarily individuals working on Shemya will be U.S. citizens. Employment of foreign nationals on Shemya will require state department approval before begin of work and a clearance from the Government.

33.0 GOVERNMENT SUPPORT ACTIVITIES/COSTS. These costs involve supporting the Government's effort on the XBR rather than construction of the XBR. These include providing vehicles, computers support systems, video camera monitoring, and Government personnel lodging and meals.

34.0 PLANNING. Any planning done in advance to accelerate the construction effort as defined by drawings and specifications.

35.0 PUBLIC INFORMATION ACTIVITIES. The Contractor shall completely coordinate public information activities with the Government. Under no circumstances shall the Contractor make information releases to the public without first receiving Government permission. The Government reserves the right to function as the official public affairs office under this contract. The Contractor is not authorized to communicate with any individual, agency, or organization regarding any facet of the Department of Defense (DoD) programs without the express authorization. This includes, but is not limited to, advertisements, news releases, brochures, viewgraphs, public meetings, and annual reports. All interactions with the public, media, regulators, or legislators regarding the Contractor's role in the DoD's programs shall be cleared in advance. The Contractor shall adhere to the DoD policy of speaking with one voice. The Contractor shall not discuss Government matters nor shall it address any other present or potential technologies. The Contractor shall speak strictly about its role in constructing safe and reliable facilities.



Legend:
 ----- Future

DEPTHS ARE RECORDED DURING
LOW TIDE AND SIGNIFIED VIA
PARENTHESIS ()

TOTAL LOADING/UNLOADING AREA
240'

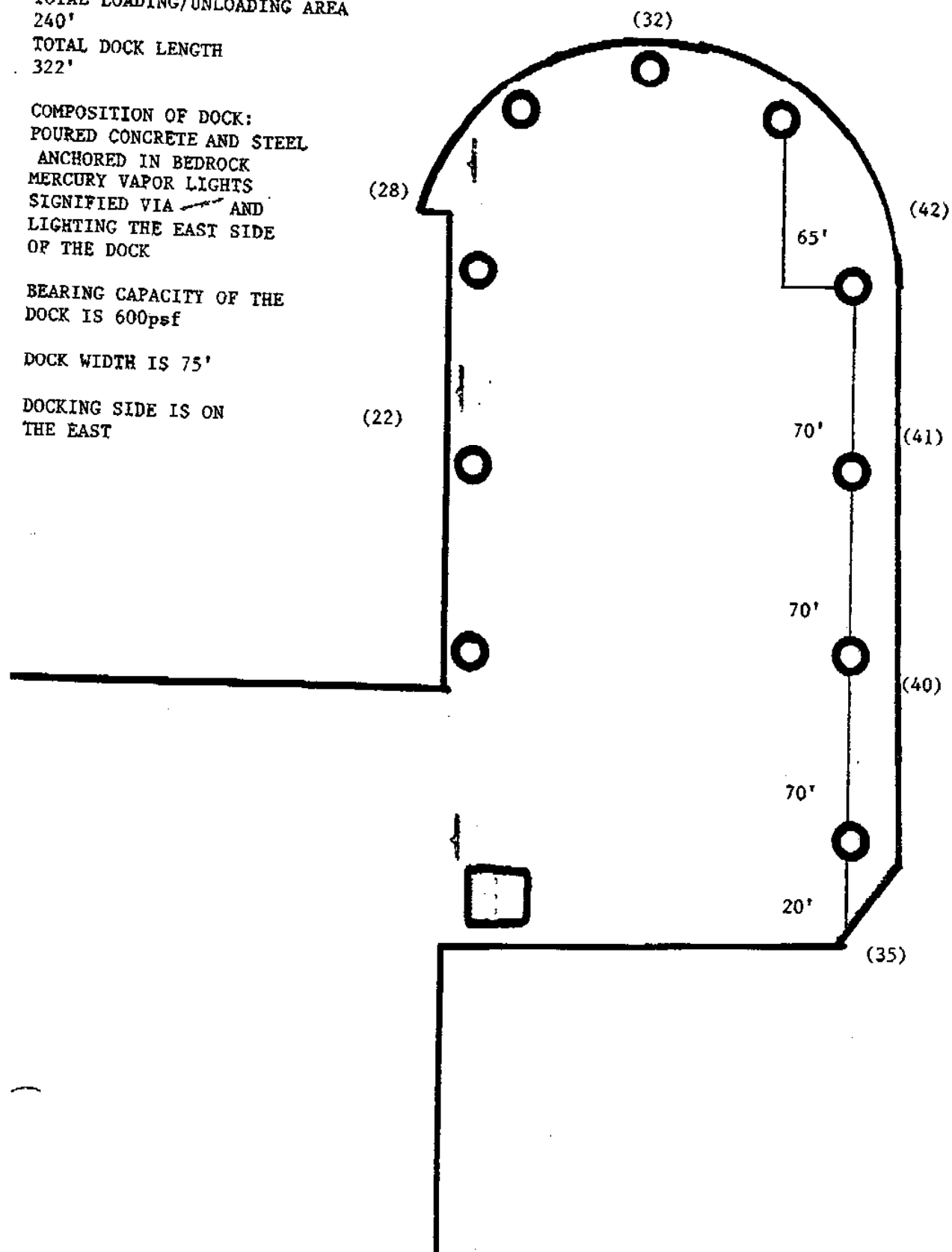
TOTAL DOCK LENGTH
322'

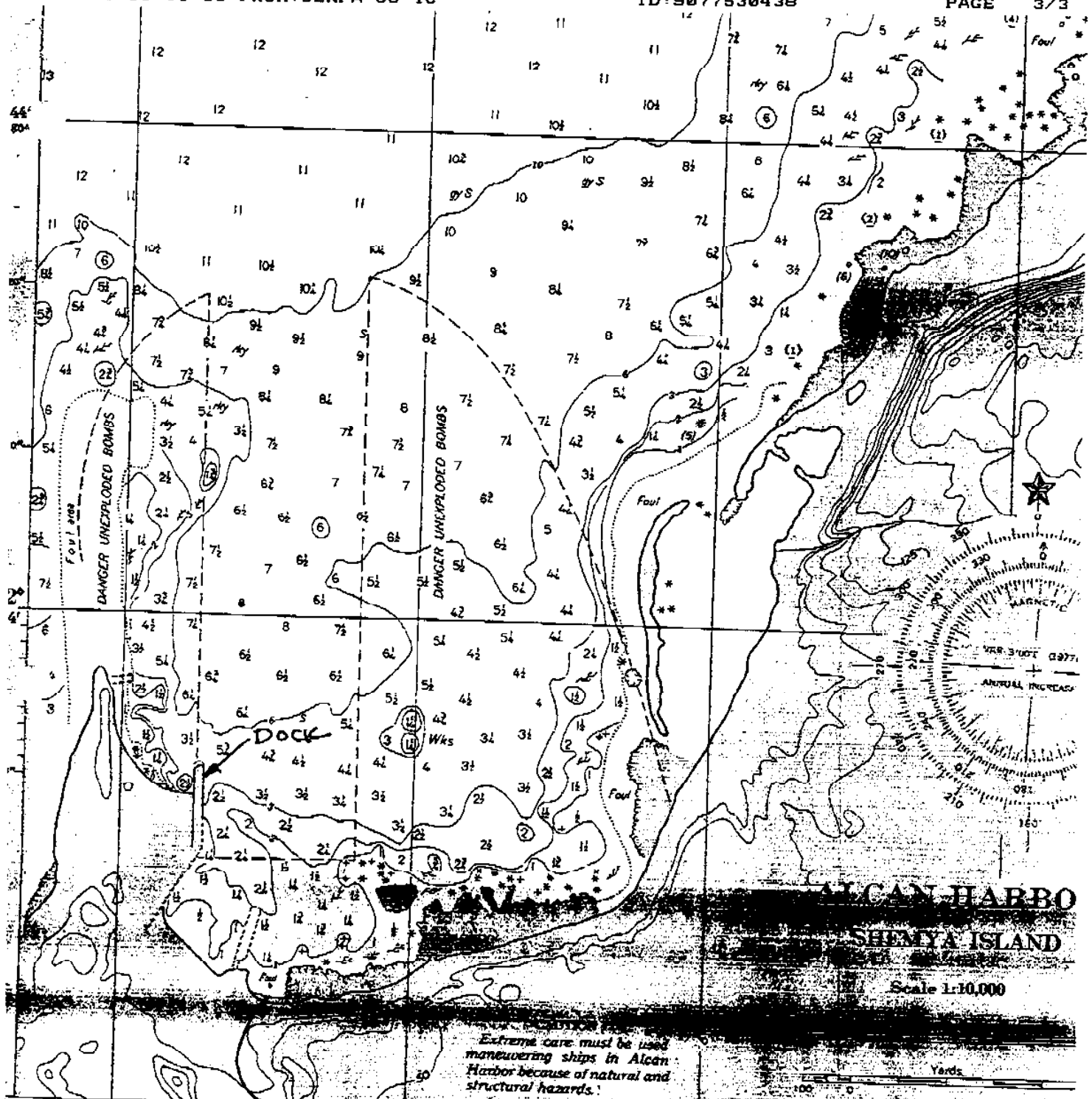
COMPOSITION OF DOCK:
POURED CONCRETE AND STEEL
ANCHORED IN BEDROCK
MERCURY VAPOR LIGHTS
SIGNIFIED VIA ~~AND~~ AND
LIGHTING THE EAST SIDE
OF THE DOCK

BEARING CAPACITY OF THE
DOCK IS 600psf

DOCK WIDTH IS 75'

DOCKING SIDE IS ON
THE EAST





BARGE LANDING BEACH

174°05'

05°30'



1. Reference Section 1.2.1, Drawings C0010 and C0011:

The drawings show a temporary building. Who is to provide this temporary building, and if not provided by contractor, what are the interfaces?

~~A. Will be clarified by amendment~~

* **REVISED:** Temporary building show for information purposes only. Funding is not currently available. If required, will be added by modification.

22. What are the LSI requirements for the roads?

~~A. Will be clarified by amendment~~

- **REVISED:** Funding is not currently available for this work. Requirement is being defined and may be added at a later date.
- This effort is identified in the "Scope of Work" to make the contractor aware of its potential incorporation by amendment at a later date.

23. Who is going to maintain the LSI vehicles?

~~A. Will be clarified by amendment~~

- **REVISED:** Funding is not currently available for this work.
- This effort is identified in the "Scope of Work" to make the contractor aware of its potential incorporation by amendment at a later date.

29. BOD Requirements. The discussions during the July 16, 2000 teleconference identified additional LSI support requirements. A detailed and complete list of support requirements is needed.

A. Additional LSI requirements will be identified by amendment if required.

- **REVISED:** Funding is not currently available for this work
- This effort is identified in the "Scope of Work" to make the contractor aware of its potential incorporation by amendment at a later date.

31. And Item #7, suggests that aggregate for "concrete" will be taken from Shemya quarry. This conflicts with information presently being discussed. Also note that there is presently conflicting info concerning this in the RFP. This is a major cost item, please clarify.

~~A. Aggregate for all concrete will be from offsite. Aggregate for other construction, may be taken from a Shemya quarry.~~

* **REVISED.** Two (2) quarries are available on Shemya. Contractor will have to get aggregate for concrete off-site which will involve shipping costs which makes it more expensive than aggregate obtained on-site.

49. Can we be provided with drawings of the dock?

~~A. Yes, drawings will be provided when available.~~

REVISED: There are no drawings of the dock available, however, sketches have been provided with this amendment for your information.

74. Page 32, Subsection 1.0. Please provide contact names, addresses, telephone and fax numbers for the LSI reviewers of contractor proposals (Boeing, Raytheon, Teledyne Brown, Quality Research). These individuals will have to execute the non-disclosure agreement for their firms. Please indicate the propos

volume in which the executed agreements are to be submitted and confirm that they are excluded from the page count

**A. ~~This information will be provided by an amendment.~~ Points of contacts listed below:
(for Boeing, Raytheon and Teledyne Brown) LSI, Boeing Company, ATTN: Mike Stoval, 499 Boeing Blvd, Mail Stop-JN19, Huntsville, AL 35824-6402, (256) 461-5691. (Quality Research) William Collins, ATTN: IM(QR), 4820 University Square, Huntsville, AL 35816, (256) 895-1213.**

76. In Volume One, Drawing C-0030 is listed on the index file as "Radar and Control Area – Utility Panel A". The drawing that comes up when that file is opened, however, is Drawing C-0029, "Utility Control Table," which is identical drawing that is contained in the file for Drawing C-0029. Please clarify or provide with the 90% drawings.

A. ~~All necessary changes will be corrected.~~

*** REVISED: If not corrected by drawings provided with Amendment #1, please resubmit.**

89. **QUESTION:** DFARS 228.102-1 (4) (a) indicates that the requirement for performance and payment bonds is waived for cost reimbursement contracts. Since the referenced contract meets this criteria, it is requested that FAR 52.228-1 and FAR 52.338-15 be deleted.

ANSWER: The DFAR cite applies to Defense Environment Restoration Program Construction Contracts only. Therefore, bonds are still required.

90. **QUESTION:** FAR 31.205-19 provides that cost of insurance insuring Government property is unallowable unless the contractor has risk of loss. FAR 52.245-5 provides that the contract has limited risk of loss unless loss or damage is the result of, among other things, willful misconduct of managerial personnel or the contractor is responsible under the express terms of the contract. Further, FAR 52.236-7 provides that the contract shall be "responsible for all materials delivered and the work performed until completion". Please confirm that the language of 52.236-7 is not an express term" that would trigger risk of loss under 52.245-5 and the need for additional insurance under 31.205-19.

ANSWER: FAR 52.236-7 does not override the other clauses mentioned in the question. FAR 52.245-5 will be enforced as written.

91. **QUESTION:** The following list reflects drawings missing from the package based on the drawing index G-0001 though G-0011. There are two drawings with number G-0001. One list all general and Volume One drawings and the other list "D" and "XD" drawings. Please review.

ANSWER: We have verified that all potentially missing drawings were included in our copy of CD. If your CD does not include all drawings please notify us. Vol. 5, Site and Facilities Security will be done by separate procurement. These drawings will be deleted from this requirement by amendment.

92. **QUESTION:** We request that FAR 52.219-10, Incentive Subcontracting Program, be added to the referenced contract.

ANSWER: We have considered your request, but it will not be included.

93. **QUESTION:** Lastly, in the interest of partnering, we request that future revisions to plans by amendment include a master list of changes and be identified on the changed drawing. When the 90% drawings were issued with major changes and no guide to the changes, we lost valuable time and incurred additional cost in attempting to determine the full impact of the changes.

ANSWER: In the future, any changes to drawings will be appropriately annotated.

94. **QUESTION:** The answer to question number 8 says the "Power Plant is a facility (building) and roofing is a system". From the WBS and CWBS standpoint this may not be correct. Attachment 4 (Work Breakdown Structure (WBX) XBR Level 4 (Site, Facility, System, and Sub System)) looks like it establishes the proper interface point for the Contract Work Breakdown Structure (CWBS) as required by paragraph 24.0 (pg. 164) to be the "XBR" level (3.03.5). Since the CWBS typically interfaces with the Program WBS at Level III the XBR level looks like the appropriate point of interface. This being the case, Level IV of the CWBS (Site, Facility, System, Subsystem) would start **Level I (Site) XBR. Level II (Facility)** would be Tactical Facilities, Tactical Support Facilities, General Site Construction. **Level III (System)** would be Radar Operations Facility, Power Plant,

etc..Level IV (Subsystem) would be substructure, Superstructure, Exterior Closure, Roofing, etc., If, from a WBS standpoint, Power Plant is a facility and Roofing is a System, then there would be multiple Level I's of the CWBS. In fact, Attachment 5 shows "Roofing" as a subsystem, not a system. Please clarify.

ANSWER: Amendment # 2 clarifies WBS issues.

95. **QUESTION:** The answer to question # 62 says that "...the IMS and the NAS are not the same Schedule; however they are inter-related...." Since an IMS is typically implemented as 3 or 4 levels of schedule (Master Project Schedule level, Intermediate Level, detail level, and optionally, supplemental schedules) it would seem that since the detail level of the IMS is a detailed, logically tied schedule (predecessors and successors) showing from left to right (horizontal traceability) how all project scope will be accomplished, that it is a Network Analysis System (NAS), or should be. In this fashion, the NAS would be integrated with the IMS, not a stand-alone separate schedule. Is this interpretation correct?

ANSWER: Yes, The IMS includes work tasks necessary to meet/exceed the design package required effort and the NAS shows the inter-relation between these tasks (via cost accounts) and the final desired result (e.g., physical construction).

96. **QUESTION:** The answer to question # 3, item 7 gives the contents of a consent package. However, the long lead item in question is a permit, not something to be purchased. Are you expecting a consent package for the permit fee? Or for a subcontractor to prepare to the permit application?

ANSWER: a. Please provide evidence that permits have been properly applied for to ensure timely approval. B. NO, we are not expecting a consent package for the permits. C. Prime is responsible for all activities regardless if subcontracting occurs.

97. **QUESTION:** The answer to question #31, item 7 indicates that the aggregate for concrete will be from offsite. However, the EIS, on page 4-319 indicates that all aggregate will come from on island. Will the contractor be responsible for preparing an update to the EIS?

ANSWER: EIS was cited for information purposed only. All concrete aggregate is required to be from off island sources.

98. **QUESTION:** The CPR reporting level to COE for the X-Band Radar Facility Project is Level IV. We interpret this to be level IV of the Program WBS (3.03.5.1, 3.03.5.2, 3.03.5.4, 3.03.5.5, 3.03.5.6, 3.03.5.7, and 3.03.5.8) Tactical Facilities, Tactical Support Facilities, etc.. Are we correct is this interpretation?

ANSWER: Amendment 2 clarifies WBS issues. No, your interpretation is incorrect.

99. **QUESTION:** When and where will the briefing slides from the LSI briefing on 17 July be made available?

ANSWER: A full set is provided with this amendment. We are providing slides for info only. They are not part of the RFP.

100. **QUESTION:** Can the contractor plan for an earlier NTP on Personnel Housing (Bldg. 598) than the 12/1/03 date in the RFP?

ANSWER: Yes, if circumstances permit. Any planning activity for an earlier NTP than authorized is at the sole risk of the contractor.

101. **QUESTION:** Do you have POC's for us to send the non-disclosure agreements to?

ANSWER: Yes, provided in this amendment.

102. **QUESTION:** Question #8 response stated that the power plant is a facility (building) and that roofing is a system. Please confirm that the power plant building (3.03.5.2.1) is a level 4 activity and that roofing is a level 5 activity.

ANSWER: Amendment # 2 clarifies all WBS issues.

103. **QUESTION:** Question # 72 states that the WBS dictionary sheets may be abbreviated, submitted at level 3 and included in the page count for Volume I. Question # 84 states the WBS dictionary is to be an appendix (attachment) and excluded from the 150 page count restrictions. The two questions provide conflicting guidance, please clarify.

ANSWER: WBS dictionary can be submitted as an attachment.

104. **QUESTION:** Section 00010, page 15 requires a Consent to Subcontract package for Concrete Aggregate borrow area permit. Is this a permit to authorize operation of the bowwow pit on Shemya for non-structural crushed aggregate?

ANSWER: Yes.

105. **QUESTION:** Section 00010, Page 19, paragraph 2.3, *Preparation and Submission*, this section asks for one copy of the Cost/Price volume to be submitted on CD-ROM in Microsoft Excel 97 format. Numerous items required in the cost volume do not lend themselves to this format, such as NAS summary, staffing plans, rep's & cert's, and other forms. Please specify which document you desire in Microsoft Excel.

ANSWER: This issue is clarified by Amendment # 2.

106. **QUESTION:** Question 84 of Amendment one Q&A's allows us to include IMP/IMS, WBS and dictionary in an appendix to Volume I. Will this appendix for Volume I be available to the evaluators?

ANSWER: Yes, all parts of the technical proposal will be available to the evaluators.

107. **QUESTION:** In what volume do you want the offer guarantee?

ANSWER: The offer guarantee should be submitted in Volume II.

108. **QUESTION:** A. Please provide clarification of air emissions permitting issues associated with the Shemya Project. The NMD Draft Environmental Impact Statement (DEIS) indicates that Eareckson Air

Station is an existing major air emissions source holding a Title V Operating Permit issued by the Alaska Department of Environmental Conservation (ADEC). As such, the major modification threshold triggering Prevention of Significant Deterioration (PSD) review is 40 tons per year of nitrogen oxides (Nox). Even with state-of-the-art emissions controls, the new power plant (20 MW capacity diesel generators) will trigger PSD review. Projects subject to PSD review are prohibited from starting construction until the PSD permit is issued. The PSD review process typically requires a minimum of 9 months, and often times may last significantly longer. Please confirm that the Government has already initiated the PSD permitting process with the ADEC in order to meet the anticipated start of construction 02 April 2001

ANSWER: Yes

B. Please confirm (or otherwise clarify) that as part of their air permit (PSD) review process, ADEC is also addressing the other air emission sources associated with the project: bulk fuel storage tanks, emergency generators (300kW), particulate emissions sources (borrow area; quarry; batch plant), and construction equipment emissions (under general conformity provisions).

ANSWER: Yes

C. Please clarify whether the new power plant to be constructed as part of the project is intended to replace or supplement the existing Eareckson power Plant.

ANSWER: You should offer in accordance with the existing plans and specifications.

D. If the air permit process has not been initiated by the Government, please explain the Government's intended approach to satisfy state and federal air permit requirements (specifically PSD review) in conjunction with the proposed project construction schedule.

ANSWER: The Government has initiated the air permit process.

109. **QUESTION:** RFP Sections 3.2.1, 3.2.2, and 3.3.1 mention HEMP and TEMPEST protection. Are there TEMPEST requirements for the radar and control facility, and if so, is there a TEMPEST specification for this project?

ANSWER: Yes, TEMPEST is a requirement for the radar and control facility.

No specific tempest specification provided since tempest protection can be provided through red/black separation as provided in the design.

110. **QUESTION:** "We have assumed that the contractor will be able to recover costs for insurance's in accordance with its disclosed cost accounting practices, notwithstanding the language in FAR 52.228-58(a) that the contractor is required to maintain these insurance's at its own expense. Conversely, we have not assumed that inclusion of this clause was intended to alter the allowability of the costs of insurance as provided in the FAR cost principles. Please verify that these assumptions are correct".

ANSWER: We have deleted FAR 52.228-5. We have also indicated that the insurance limits specified in the RFP are recommended insurance limits.